

KING COUNTY SUPERIOR COURT  
IN AND FOR THE STATE OF WASHINGTON

ARTHUR HANSON, individually,

Plaintiff,

v.

SAFEWAY, INC.,

Defendants.

NO.

COMPLAINT FOR DAMAGES

COMES NOW Plaintiff Arthur Hanson by and through his undersigned counsel and complains and alleges as follows:

**I. JURISDICTION**

1.1 The above-entitled court has jurisdiction over the subject matter of this lawsuit.

1.2 The above-entitled court is the proper venue for this action because the negligent and tortious act alleged herein occurred in King County, Washington.

**II. PARTIES**

2.1 At all times material hereto, Plaintiff was an individual residing in King County, Washington.

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2.2 At all times material hereto, Defendant Safeway Inc. ("Safeway") is a corporation operating for a profit in King County, Washington.

### III. NEGLIGENCE CLAIM AGAINST DEFENDANTS

3.1 Defendant owns and operates a grocery store located at 3900 South Othello Street in Seattle, Washington. Upon information and belief, the store operates as Safeway Store No. 219.

3.2 On October 25, 2018, Plaintiff walked from his home to Safeway where he intended to shop for groceries.

3.3 At that same date and time, Defendant negligently maintained its premises in a manner that posed a hazard to patrons of the store, including Plaintiff.

3.4 At that same time and place, a slippery liquid had spilled onto the aisle of Plaintiff's store. This event shall be referred to as "the spill."

3.5 The spill was reported to Defendant and/or Defendant's employees.

3.6 Defendant and its employees failed to clean up or take measures to prevent Plaintiff from encountering the spill.

3.7 Plaintiff walked down the aisle where the spill occurred and slipped and fell.

3.8 Plaintiff was not aware of the spill prior to the time he fell.

3.9 No one warned Plaintiff of the spill.

3.10 Plaintiff was an invitee at Defendant's store at the time of his fall.

3.11 Defendant owed a duty to Plaintiff to maintain a safe premises for his ordinary use.

3.12 Defendant owed a duty to Plaintiff to warn him of any hazardous conditions on its premises.

3.13 Defendant owed a duty to Plaintiff to make reasonable efforts to clean the spill after it knew or should have known of the spill.

**3.15 Defendant breached its duties to Plaintiff.**

#### IV. DAMAGES

## V. LIMITED PHYSICIAN/PATIENT WAIVER

**WHEREFORE**, Plaintiff prays for relief as follows:

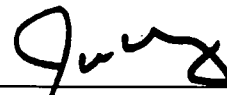
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1           5.     For such other and further relief as the court may deem just and equitable.  
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3           DATED this 24<sup>th</sup> day of September, 2021.

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8                               Jonathan Nolley, WSBA No. 35850  
9                               Attorneys for Plaintiff  
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